

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

EDWARD J. KELLY; JON PIZZICA;	)	
CHRISTOPHER STEINBRUNN; and	)	Civil Action No. 2:10-CV-01702-AJS
BARBARA ANN LECHENE,	)	
individually and on behalf of all others	)	
similarly situated,	)	Judge Arthur J. Schwab
	)	
Plaintiffs,	)	<b>Electronically Filed</b>
	)	
v.	)	
	)	
CAREER EDUCATION	)	
CORPORATION and LE CORDON	)	
BLEU INSTITUTE OF CULINARY	)	
ARTS, INC.,	)	
	)	
Defendants.	)	

**PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT  
OF EXPENSES AND PAYMENT OF PLAINTIFF INCENTIVE AWARDS**

Edward J. Kelly, Jon Pizzica, Christopher Steinbrunn and Barbara Ann Lechene (collectively "Plaintiffs"), hereby move this Court for an award of attorneys' fees, reimbursement of expenses and payment of Plaintiff incentive awards. In support thereof, Plaintiffs state as follows:

1. On December 20, 2010, Class Representatives Edward J. Kelly, Jon Pizzica, and Christopher Steinbrunn commenced this action as a proposed collective action against Career Education Corporation ("CEC") pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201 *et seq.* ("Kelly Action"). On March 3, 2011, Class Representative Barbara Ann Lechene commenced a proposed class action against CEC and Le Cordon Bleu Institute of Culinary Arts, Inc. (collectively "Defendants") in the Court of Common Pleas of Allegheny County, Pennsylvania captioned *Barbara Ann Lechene, individually and on*

*behalf of all others similarly situated v. Career Education Corporation, et al.*, GD No. 11-004245 (“Lechene Action”). The Kelly Action and the Lechene Action will be collectively referred to as the “Litigation.” Plaintiffs filed an Amended Complaint in the United States District Court for the Western District of Pennsylvania on August 1, 2011, effectively consolidating the Kelly Action and the Lechene Action.

2. Plaintiffs allege on behalf of Admissions Representatives at Defendants’ culinary school in Pittsburgh, Pennsylvania that the Class Members were not paid the required compensation under federal and state wage and hour laws for overtime hours they worked, including interest, liquidated damages, and penalties.

3. Defendants have at all times denied, and continue to deny, that they have committed any unlawful acts whatsoever or that they have any liability whatsoever to Plaintiffs or the Class.

4. The total aggregate benefit conferred upon the Class as a result of the proposed Settlement is \$275,198.00.

5. The total lodestar and costs incurred by Counsel for Plaintiffs and the Class are \$101,289.03. The tasks undertaken by Class Counsel to reach a successful resolution of this case are summarized in Class Counsels’ Declaration attached to this Motion.<sup>1</sup>

6. Pursuant to the terms of the Settlement Agreement, Defendants have agreed to pay an amount of \$75,000.00 in costs and attorneys fees to counsel for Plaintiffs and the Class. The payment of fees and costs was negotiated separately from the class relief.

7. As set forth more fully in the accompanying Memorandum of Law, Plaintiffs are applying for fees and costs in the amount of \$75,000.00, consistent with the specific terms of the

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<sup>1</sup> See Declaration of Gary F. Lynch In Support of Motion for Attorneys’ Fees, Costs and Plaintiff’s Incentive Award attached as Exhibit 1.

Settlement Agreement. The requested fees and costs of \$75,000.00 represent a percentage of the total aggregate value of the settlement of approximately 27%. This percentage is reasonable and appropriate under all of the factors discussed in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000).

8. Plaintiffs are also applying for a reasonable and appropriate incentive payment to each Class Representative of \$2,500.00 in recognition of his/her effort on behalf of the Class. Defendants have agreed to make these payments as is set forth in the Settlement Agreement.

WHEREFORE, Plaintiffs respectfully request that they be awarded reasonable attorneys' fees and costs in an amount of \$75,000.00 consistent with the specific terms of the Settlement Agreement plus an incentive payment to each Class Representative of \$2,500.00.

Respectfully Submitted,

/s/ Gary F. Lynch  
Gary F. Lynch, Esquire  
PA56887  
[glynch@carlsonlynch.com](mailto:glynch@carlsonlynch.com)

Stephanie K. Goldin, Esquire  
PA 202865  
[sgoldin@carlsonlynch.com](mailto:sgoldin@carlsonlynch.com)

CARLSON LYNCH LTD  
P.O. Box 7635  
36 N. Jefferson Street  
New Castle, PA 16107  
(724) 656-1555  
(724) 656-1555(f)

Attorneys for Plaintiffs